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Movember 18, 1960

STATINTL

STATINTL	Attention:	Contract	Administrator
STATINTL	Subject: Contract Subcontract	006	

Gentlemen:

STATINTL

We know that you will use appropriate power levels in testing the traveling wave resonator to determine the losses in the ring called for under this subcontract and have no hesitation in accepting your indication that you propose to test it at low power levels. Since the subcontract does not specify any power levels, we feel that the understanding respecify any power levels, we feel that the understanding reflected in our exchange of correspondence is sufficient without making formal changes in the subcontract wording.

I do not understand precisely what you have in mind in your suggestion for amending Paragraph 8 of Part II, General Provisions since the wording suggested does not seem to fit that paragraph. Would you please explain what you had in mind? I am sure, however, that there is nothing here which could lead to disagreement.

Your suggestion for accepting the overhead rate established by your Navy Auditor on the basis of your fiscal year is entirely acceptable to us.

Enclosed is a substitute Page 29 to be inserted in the contract General Provisions which reflects your request.

STATINTL	Approved For Release	≥ 2002/07/10 : CIA-RDP67B	00820R000500040036-8	
		-2-	November 18,	1960
	Also enclos contract is a Table o omitted.	sed for insertion i of Contents sheet w	n Part II of the hich was inadvert	aub- ently
		Very trul	y yours,	
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communications of the Subcontractor issued pursuant to this clause shall be in writing.

15. NEGOTIATED OVERHEAD RATES:

- (a) Notwithstanding the provisions of the clause of this contract entitled "Allowable Cost, Fixed Fee, and Payment," the allowable indirect costs under this subcontract shall be obtained by applying negotiated overhead rates to bases agreed upon by the parties, as specified below.
- than ninety (90) days after the close of his current fiscal year, shall submit to a proposed final overhead rate or rates for that fiscal year based on Subcontractor's cost experience during that fiscal year, together with supporting cost data. Negotiation of final overhead rates applicable to this subcontract shall be undertaken by the Subcontractor and as promtly as practionable after receipt of the Subcontractor's proposal.
- (c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with ASPR, Section XV, Part II, as in effect on the date of this subcontract.
- (d) The results of each negotiation shall be set forth in an amendment to this subcontract, which shall specify (1) the agreed final rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply and (iv) the specific items treated as direct costs or any changes in the items previously agreed to be direct costs.
- (e) Pending establishment of final overhead rates for any period, the Subcontractor shall be reimbursed either at negotiated provisional rates as provided in the Schedule or at billing Approved For Release 2002/07/10: CIA-RDP67B00820R000500040036-8

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